



TOWN OF ENFIELD

November 6, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Transfer Request
Operation Fuel Income: \$6,055

Councilors:

Background:

The Town of Enfield will be reimbursed by Operation Fuel for the submission of energy assistance applications. Neighborhood Services would like to hire three temporary/seasonal Neighborhood Services Part-time Assistants for up to 17 hours per week at the hourly rate approved by Town Council. The Part-time Assistants will process Operation Fuel Energy applications for Enfield residents. The rising cost of heating fuel, the increase in income limits, as well as the new Elderly Home Heating Assistance Program necessitate increasing our capacity to accept applications. Operation Fuel processed 162 application last heating season for Enfield residents. Revenue will be reimburse by Operation Fuel per application and this request is based on Neighborhood Services processing 303 applications.

Budget Impact:

There are no additional costs to the Town of Enfield.

Recommendation:

That the Town Council support the transfer of funds from Operation Fuel Revenue towards part time salary expenses at Neighborhood Services.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Pamela B.", is written over a horizontal line.

Pamela Brown
Director of Social Services

Attachments:

1. Resolution/Transfer

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: 4600 Neighborhood Services

Salaries-Temp-Seasonal	0220-01-0040-4600-13695-0130	\$ 5,623
Social Security	0220-01-0040-4600-13695-0220	\$ 350
Medicare	0220-01-0040-4600-13695-0221	\$ 82

FROM: 4600 Neighborhood Services Revenue

Operation Fuel	0220-01-0040-4600-13695-000	\$6055
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CERTIFICATION: I hereby certify that the above-stated funds are available as of 11/6/08.

 11/12/2008
A. Lynn Nenni, Director of Finance

APPROVED BY: _____ **Town Manager** **Date:** _____

Nenni, Lynn

From: Brown, Pamela
Sent: Wednesday, November 12, 2008 3:08 PM
To: Nenni, Lynn
Cc: Cox, Joel; Coppler, Matthew; McCarthy, Debra
Subject: FW: Stats from 2007-2008

Lynn,

Here is an email from Operation Fuel describing the payment that we expect to receive for fuel assistance applications. Let me know if you feel that this is enough documentation, or whether we will need to wait until the Memorandum of Understanding arrives.

We are attempting to be operational as soon as possible and waiting for the Memorandum of Understanding the first week of December would mean not getting Council approval until mid-December.

Thanks for everything.

*Pamela Brown
Director of Social Services
Town of Enfield
100 High Street
Enfield, CT 06082
(860) 253-6394
pbrown@enfield.org
www.enfield-ct.gov*

From: Cox, Joel
Sent: Wednesday, November 12, 2008 2:55 PM
To: Brown, Pamela
Subject: FW: Stats from 2007-2008

From: Erin Clark [mailto:Erin@operationfuel.org]
Sent: Tuesday, November 11, 2008 9:28 AM
To: Cox, Joel
Subject: RE: Stats from 2007-2008

Hi Joel,

I apologize for the delay in getting back with you. It was good to see you at the meeting last Thursday!

During the 2007-08 year, the ECCC fuel bank served 163 households, with grants totaling \$88,500.

Beginning December 1, 2008 through May 31, 2009, each fuel bank will receive administrative funding for

11/12/2008

processing Operation Fuel program applications. Fuel banks will receive \$20 per completed, approved and paid Operation Fuel client application, including both state-funded and Operation Fuel-funded programs.

Fuel banks will not be paid for more than one application per client for the Mission, Expanded Eligibility, EHHAP and Emergency Energy Assistance application. For example, one client might be eligible for a grant under each the Expanded Eligibility Program and the Elderly Home Heating Assistance Program. Although the client will apply for each of these grants at separate times, fuel banks will only be paid a one-time fee of \$20 for the client's application.

Fuel banks will be paid \$20 per completed, approved and paid Non-Heat Utility Program application – even if the fuel bank was already paid for an existing client's application for one of the other four programs.

During the first week of December 2008, Operation Fuel will distribute to each fuel bank a memorandum of understanding outlining the details of the administrative support funding. Each fuel bank will be required to sign the MOU and return it to Operation Fuel. Fuel banks will be paid for administrative funding on a monthly basis. They will not be required to submit an invoice. Administrative funds payments will be based upon the information in the Operation Fuel database.

Please let me know if you have any additional questions.

Erin

From: Cox, Joel [mailto:jcox@enfield.org]
Sent: Thursday, November 06, 2008 3:16 PM
To: Erin Clark
Subject: Stats from 2007-2008

Hi Erin,

I am writing to see if you can give me the data on how many applications that Rudy processed for the Enfield fuel bank last year? In anticipation of requests for Operation Fuel and the demands that we already face for the CT energy programs I am considering the creation of a new seasonal/part-time position based in part on the Operation Fuel's administrative support funding. The figures from last year will give me a baseline to present to Town Council.

The meeting this morning was great, I look forward to the upcoming training session.

Thanks!!

Joel Cox, M.S.
Asst. Director of Social Services/Grants Manager
Town of Enfield
100 High Street
Enfield, Connecticut 06082
(860)253-6398
jcox@enfield.org
www.enfield-ct.gov

please consider the environment before printing this e-mail

11/12/2008



TOWN OF ENFIELD

Department of Development Services

Planning • Building Inspection • Economic and Community Development

November 11, 2008

Honorable Member
Enfield Town Council
Enfield, CT

Subject: Resolution to Approve Tax Abatement Agreement for 210 Moody Road

Councilors:

Background

International Configurations, Inc, a distributor of international wiring devices and electrical cord sets, currently leases space at 7 Moody Road in Enfield. Business has improved, leading to the new construction of a 28,000 square foot facility at 210 Moody Road. The property will be the subject of a tax abatement agreement.

Budget Impact

This action will result in a net increase in value, therefore, tax revenue to the Town.

Recommendation

It is recommended that the Council approve the subject Resolution.

Respectfully submitted,

Raymond L. Warren
Director of Development Services

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLUTION TO APPROVE TAX ABATEMENT AGREEMENT FOR 210 MOODY ROAD

WHEREAS, International Configurations, Inc., a distributor of international wiring devices and electrical cord sets, currently leases space at 7 Moody Road; and

WHEREAS, International Configurations, Inc. has experienced business growth; and

WHEREAS, Top Knot, LLC is constructing a new 28,000 square foot industrial building on a 23.67 acre parcel located at 210 Moody Road at a cost of \$1,500,000; and

WHEREAS, International Configurations, Inc. will occupy the new building being constructed by Top Knot, LLC; and

WHEREAS, International Configurations, Inc. employs nine full time employees at its current facility and anticipates that the number of full time employees at its facility at 210 Moody Road will increase during the term of the proposed tax abatement agreement; and

WHEREAS, the Town Council wishes to encourage the construction of commercial facilities within the Town, particularly those that will increase employment rolls in Enfield; and

WHEREAS, in order to encourage the construction of the facility at 210 Moody Road and to provide an incentive system for the creation of new jobs, the proposed tax abatement agreement in its first year will yield an assessed valuation of fifty percent of the customary valuation. In its second year it will yield an assessed valuation of twenty-five percent of the customary valuation, which percentage could increase five percent for each full time job created. The abatement for the second year cannot exceed 50%. In its third year it will yield an assessed valuation equal to that of the second year, which percentage could increase five percent for each additional full time job created or could decrease five percent for each full time job that is eliminated. The abatement for the third year cannot exceed 50% nor can it be less than 25%.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council, as an inducement to Top Knot, LLC and International Configurations, Inc., hereby authorizes the Town Manager to execute a Tax Abatement Agreement that in the first year will yield an assessed valuation of fifty percent of customary valuation, and then in the second and third years yields an assessed valuation in accordance with the aforementioned incentive system, in compliance with Connecticut General Statutes §12-65(b).

Date Prepared:

Prepared by: Department of Development Services

TAX ASSESSMENT AGREEMENT

THIS TAX ASSESSMENT AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2008 by and between TOP-KNOT, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the Town of Stafford, County of Tolland, State of Connecticut (hereinafter referred to as "TOP-KNOT"); and the TOWN OF ENFIELD, a municipal corporation located in the County of Hartford and State of Connecticut, acting herein by Matthew W. Coppler, its Town Manager, hereunto duly authorized (hereinafter referred to as "TOWN").

W I T N E S S E T H

WHEREAS, TOP-KNOT occupies a building located at ____ Moody Road in the Town of Enfield and employees nine (9) people at this facility (hereinafter the "EXISTING FACILITY") who are classified as full time employees; and,

WHEREAS, TOP-KNOT intends to occupy a twenty-eight thousand (28,000) square foot FACILITY, currently under construction, (hereinafter referred to as "FACILITY") on a 23.67 acre piece or parcel of land located on 210 Moody Road, in the Town of Enfield, Connecticut and shown as Lot 11 on Assessor's Map 100, which property is described in APPENDIX A, attached hereto.

WHEREAS TOP-KNOT plans to employ nine (9) people at the FACILITY who are classified as full time employees; and

WHEREAS, TOP-KNOT will use its best efforts to employ Enfield residents; and

WHEREAS, Section 12-65b of the Connecticut General Statutes provides that a municipality may enter into a written agreement with a party owning or proposing to acquire an interest in real property, to fix the assessment of improvements to be constructed thereon and therein for a period of three (3) years, provided the improvements cost at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000), and are constructed for certain uses which include manufacturing; and

WHEREAS, TOP-KNOT has indicated its intent to relocate to and occupy the FACILITY; and

WHEREAS, TOP-KNOT has further indicated it intends to construct the FACILITY at a cost of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) complying with the requirements of Section 12-65b of the Connecticut General Statutes, which will enable TOP-KNOT to employ nine (9) full-time employees ("BASE AMOUNT"), with a potential increase to fourteen

(14) full-time employees at the end of the second and third years of this Agreement, at the FACILITY if the FACILITY receives the tax benefits provided herein; and

WHEREAS, the TOWN deems it desirable to enter into an Agreement fixing the assessment with respect thereto as an inducement to TOP-KNOT to occupy the FACILITY; and

WHEREAS, the construction of the FACILITY meets the requirements of Conn. Gen. Stat. §12-65b, which permits tax assessment agreements under certain conditions, since the FACILITY will be used primarily for manufacturing as required by the statute; and

WHEREAS, this Agreement has been approved by an affirmative vote of the legislative body of the Town in accordance with Conn. Gen. Stat. §12-65b;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows, with regard to the FACILITY:

1. Fixed Assessment Period.

A. The Fixed Assessment Period shall cover three (3) consecutive Town fiscal years (July 1 through June 30) commencing with the first full fiscal year following the Grand List of October 1, 2008. The tax assessment on the FACILITY shall be fixed in the following manner:

- 1) The assessment made on October 1, 2008 shall be fixed in such an amount and manner as to yield a fifty percent (50%) abatement of taxes on the FACILITY.
- 2) The assessment made on October 1, 2009 shall be fixed in such an amount and manner as to yield a twenty-five percent (25%) abatement of taxes on the FACILITY. The percentage of the abatement shall be increased by five percent (5%) for each additional full-time employee at the FACILITY over the "BASE AMOUNT." In no event shall the percentage of the abatement exceed fifty percent (50%).
- 3) The assessment made on October 1, 2010 shall be fixed in such an amount and manner as to yield an abatement of taxes on the FACILITY equal to the percentage of the abatement for the Grand List of

October 1, 2009, which percentage shall be increased or decreased as follows:

(a) If the October 1, 2009 abatement is less than fifty percent (50%), the percentage of the abatement for October 1, 2010 shall be increased by five percent (5%) for each additional full-time employee at the FACILITY hired after October 1, 2009. In no event shall the percentage of the abatement exceed fifty percent (50%).

(b) If the number of full-time employees at the FACILITY on October 1, 2010 is less than the number of full-time employees at the FACILITY on October 1, 2009, the percentage of the abatement for October 1, 2010 shall be decreased by five percent (5%) for each full-time employee no longer at the FACILITY. In no event shall the number of full-time employees be less than nine.

B. For October 1, 2011 and every year thereafter, the assessment shall be at its full assessment as prescribed by Conn. Gen. Stat. §12-62, as revised.

C. The Town shall not be bound by this Agreement unless:

- 1) all municipal property taxes are paid when due; and
- 2) the requirements of Conn. Gen. Stat. §12-65b have been satisfied.

2. Representations. The TOWN has entered into this Agreement on the basis of TOP-KNOT's representations as to: the size of the FACILITY, approximately twenty-eight thousand (28,000) square feet; the cost of the FACILITY, totaling one million five hundred thousand dollars (\$1,500,000); and the number of people who will be employed at the FACILITY as of the first, second and third anniversary dates of the issuance of the Certificate of Occupancy.

In the event that TOP-KNOT fails to employ at least nine (9) full time employees at the FACILITY on the first, second or third anniversary of the issuance of the Certificate of Occupancy for the FACILITY, the abatement noted in Section 1 for that Grand List year shall cease and the

property shall then be assessed on the basis of its actual fair market value in accordance with Conn. Gen. Stat. §12-62. The employment base for purposes of determining "additional full time employees" shall be the number of persons employed at the FACILITY as of the date of the issuance of the Certificate of Occupancy. Such employment base is a number no less than nine (9) full time employees. For purposes of this Agreement the terms "employ" or "employee" shall be understood to include any person employed by TOP-KNOT working full time at the FACILITY and shall not include part time employees, consultants or temporary workers.

TOP-KNOT agrees to certify in writing, mailed to the Office of the Town Manager no later than ten (10) days from the issuance of the Certificate of Occupancy for the FACILITY, and ten (10) days from the second and third anniversary of the issuance of the Certificate of Occupancy, as to the number of persons employed at the FACILITY on those dates.

3. Penalty. In the event that TOP-KNOT, during the term of this Agreement or within one year following the expiration of this Agreement, ceases to maintain manufacturing operations at the FACILITY, this Agreement shall become null and void and all prior tax benefits granted hereunder shall become due and payable and TOP-KNOT and/or its successors and assigns shall be liable for full taxation during the period of this Agreement and all tax amounts abated hereunder shall become due and payable with interest at a rate of nine per cent (9%), to be determined from the date said taxes would have been due and payable had this Agreement not been in effect, and such total amount shall constitute a tax lien upon the FACILITY or any other property owned by TOP-KNOT.

4. Valuations. As an inducement for the Town to enter into this Agreement, TOP-KNOT agrees to accept as correct the value placed upon the FACILITY and land by the TOWN.

TOP-KNOT waives any right to appeal said valuation under Conn. Gen. Stat. §§12-111, 12-117a, 12-118, 12-119, or 12-121bb, as revised, until the next succeeding revaluation after the Agreement is terminated or until this Agreement becomes null and void as herein provided. The purpose of this clause is to assure that the TOWN shall be entitled to collect all taxes levied on the assessments as provided for in Section 1. above.

5. Condemnation. In the event the FACILITY or any part thereof, or any estate therein is taken by condemnation or eminent domain during said Fixed Assessment Period, the applicable

fixed assessments specified in Section 1 shall be adjusted to reflect the diminution of value arising out of said taking, in the manner provided by state and local laws and ordinances. In addition, the required size of the FACILITY shall be reduced as appropriate under the circumstances.

6. Fire or Other Casualty. In the event the FACILITY or any part thereof or any estate therein is damaged or destroyed by fire or other casualty during said Fixed Assessment Period, the applicable fixed assessment shall be adjusted to reflect the diminution of value arising out of said fire or other casualty, in the manner provided by state and local laws and ordinances and the required size of the FACILITY shall be reduced as appropriate under the circumstances.

TOP-KNOT shall provide to the TOWN MANAGER, within ten days of the execution of this AGREEMENT and on the first, second and third anniversaries thereof, a certificate of fire and casualty insurance for the FACILITY.

7. Notices. All notices shall be in writing and should be sent to the following:

TOWN OF ENFIELD
Office of the Town Manager
820 Enfield Street
Enfield, CT 06082

TOP-KNOT, LLC
JEFFREY S. MITCHELL, Managing Member
PO Box 51
Stafford Springs, CT 06076

8. Amendments. This Agreement may not be modified or amended except by written consent of all parties.

9. Paragraph Headings. The paragraph headings in this Agreement are for convenience and reference only and in no way define or limit the scope of this Agreement or in any way affect its provisions.

10. Severability. A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties.

11. Attorneys' Fees. Any attorneys' fees and costs incurred by the Town associated with collection of any monies under this Agreement shall be paid by TOP-KNOT, its successors or assigns.

12. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Tax Assessment Agreement and affixed their seals hereto, as of the date first above mentioned.

Signed and delivered in the presence of:

TOWN OF ENFIELD

By: _____
Matthew W. Coppler
Town Manager

State of Connecticut)
) ss. Enfield
County of Hartford)

On this the day of , 2008, before me, , the undersigned officer, personally appeared Matthew W. Coppler, Town Manager of the Town of Enfield, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Town of Enfield, before me.

Notary Public

TOP-KNOT, LLC

By: _____
Jeffrey S. Mitchell
Managing Member

State of Connecticut)
) ss. Enfield
County of Hartford)

On this the day of , 2008, before me, , the undersigned officer, personally appeared Jeffrey S. Mitchell, who acknowledged himself to be Managing Member of TOP-KNOT, LLC and that he, as such Managing Member, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.

Notary Public

Appendix A

Description of Property

A certain piece or parcel of land located on the west side of Taylor Road and the south side of Moody Road, in the Town of Enfield, County of Hartford and State of Connecticut, and being more particularly described as follows:

NORTH: by Moody Road, a distance of 1459.16 feet;
NORTHEAST: by the corner of Moody and Taylor Roads, a distance of 67.27 feet;
EAST: by Taylor Road, a distance of 753.73 feet;
SOUTH: by land now or formerly of Elarry Schlitz, a distance of 1244.39 feet; and
WEST: by land now or formerly of Troiano Realty Corp., a distance of 728.96 feet.

Reference is hereby made to a map or plan entitled "Property of Steven Kleszczewski, Moody and Taylor Roads, Enfield Conn., Scale 1"= 60', July, 1979" which map is on file in the Office of the Town Clerk of Enfield in the Book of Maps.

Containing 23.67 acres.



TOWN OF ENFIELD

November 13, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: E-TV DPUC PEGPETIA Grant

Councilors:

Background:

In August of 2008 E-TV filed for a Public Educational and Governmental Programming and Education Technology Investment Account (PEGPETIA) Grant with the Department of Public Utilities. The grant, in the amount of \$33,887.53, has been awarded for the purpose of replacing the existing audio system in the Town Council chambers and integrating that system with E-TV and the video projection system also being acquired.

Budget Impact:

The grant is for the full amount needed to replace the audio system. There is no impact to the town budget.

Recommendation:

I recommend that the resolution be passed. The Town Council chambers are in need of a modern audio system that seamlessly integrates with E-TV. This grant allows for the acquisition of that system at no cost to the Town of Enfield.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Henry Dutcher", is written over a horizontal line.

Henry Dutcher
Director of Libraries

Attachments:

1. Resolution.

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

E-TV DPUC PEGPETIA Grant

RESOLVED, that the **Town Manager, Matthew W. Coppler**, is empowered to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with the Department of Public Utilities for a Public Educational and Governmental Programming and Education Technology Investment Account (PEGPETIA) grant in the amount of \$33,887.53 for an audio system upgrade to Town Council chambers and to affix the Corporate Seal.

Date Submitted:
Submitted by:

11-13-08
Henry Dutcher, Director of Library Services